

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Parks Department - Quality Of Life

AGENDA DATE: November 30, 2004

CONTACT PERSON/PHONE: **Juan Contreras – P+3** **915-225-3445**

DISTRICT(S) AFFECTED: 1

SUBJECT:

That the Mayor be authorized to sign an Agreement for Architectural Services by and between the CITY OF EL PASO and GUILLERMO BARAJAS, INC. d/b/a ENVIRO IDEA, for a project known as "Westside Sports Complex", for an amount not to exceed FOUR HUNDRED THIRTY-SEVEN THOUSAND SEVEN HUNDRED SIX AND NO/100 DOLLARS (\$437,706.00).

BACKGROUND / DISCUSSION:

Design contract required to start the design of the Westside Sports Complex which will be built on approximately 34 acres adjacent to the Northwest Campus of the El Paso Community College (EPCC) and the Canutillo Independent School District (CISD) high school under construction. The Westside Sport Complex will have regulation and junior size soccer fields and softball fields. There will be a main facility building with a concession stand, restrooms and irrigation system controls/pumps. Group pavilions, picnic tables and remote portable toilet facilities shall be strategically placed throughout the park. A walking / jogging path will provide access throughout the site.

PRIOR COUNCIL ACTION:

City Council approved the purchase of 34.12 acres from the PSB for the Westside Sports Complex on June 22, 2004.

AMOUNT AND SOURCE OF FUNDING:

No change in funding from the 2000 Quality Of Life Bond Program.

BOARD / COMMISSION ACTION:

None

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____

(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA: _____

CITY MANAGER: _____ **DATE:** _____

CITY CLERK DEPT.
04 NOV 19 2:29 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign an Agreement for Architectural Services by and between the **CITY OF EL PASO** and **GUILLERMO BARAJAS, INC., d/b/a ENVIRO IDEA**, for a project known as **"Westside Sports Complex"**, in an amount not to exceed **FOUR HUNDRED THIRTY-SEVEN THOUSAND SEVEN HUNDRED SIX AND NO/100 DOLLARS (\$437,706.00)**.

ADOPTED this _____ day of _____, 2004.

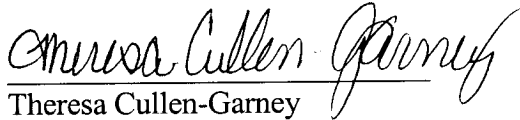
THE CITY OF EL PASO

Joe Wardy, Mayor

ATTEST:


Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



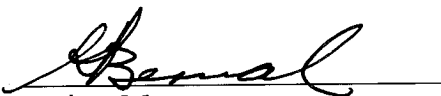
Theresa Cullen-Garney
Deputy City Attorney

APPROVED AS TO CONTENT:



Rick Conner, P.E.
City Engineer

APPROVED AS TO CONTENT:



Project Manager
Perspectiva + 3DI

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AGREEMENT FOR ARCHITECTURAL SERVICES
2000 QUALITY OF LIFE BOND ISSUE PROJECT**

This Agreement is made this _____ day of _____, 2004, by and between **THE CITY OF EL PASO**, a municipal corporation, organized and existing under the laws of the State of Texas, hereinafter called the “**Owner**,” and **GUILLERMO BARAJAS, INC.**, registered in the state of Texas, **d/b/a Enviro IDEA**, hereinafter called the “**Architect**.”

WHEREAS, the Owner intends to engage the Architect to perform professional services for a project known as “Westside Sports Complex” hereinafter called the “Project,” and further described in Attachment “A,” which is attached hereto and made a part hereof for all purposes;

WHEREAS, on September 11, 2003, the Owner hired a program manager for the 2000 Quality of Life Bond Issue Program known as Perspectiva + 3D/I- a Joint Venture, hereinafter called the “Program Manager” for planning and project management services related to design and construction of projects for the 2000 Quality of Life Bond Issue Program;

NOW, THEREFORE, the Owner and Architect for the consideration hereinafter set forth agree as follows:

I. BASIC SERVICES OF THE ARCHITECT

A. General

1. The Architect agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Architect shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.
3. The Architect shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill and expert knowledge of the Architect to furnish the Owner with an accurate work product within the allocated budget. The Owner’s review of any documents prepared by the Architect is only general in nature and the Owner’s obligation to approve and accept the work in no way relieves the Architect of responsibility for any specific deficiencies in the Architect’s work product.

B. Schematic & Report Phase

1. Upon receipt of the Owner's written authorization to proceed with the Schematic & Report Phase, the Architect shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable program for the project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part B.1.c. of this section and interpreting or incorporating results of any such services for inclusion in the preliminary architectural study and report referred to in Part B.1.d. of this section.
 - c. (1) Provide consultation and advise as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services, and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such additional services.
 - d. Prepare a Master Plan/Architectural Study and Report of the Project according to the Scope of Work included as Attachment "A" in sufficient detail to indicate clearly the problems involved and the alternatives solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and report studies, and a general cost estimate for the improvements included in the Scope of Work.
 - e. Furnish **ten (10) copies** of all deliverables that are included in this phase and according to Attachment "A" and general cost estimate to the Owner.
2. Upon receipt of the Master Plan/Architectural Study and Report of the Project and before the Architect is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Architect shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Architect shall prepare separate preliminary design, pre-final design, and final design drawings, and

specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

C. Preliminary Design Phase

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Architect shall do the following separately for each construction contract:

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Architect's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, State ADA submittal, approval and final inspection, and soil investigations as needed to design the Project and as required by the Scope of Work of this Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such services.
6. Review with the Owner alternative approaches in regard to the construction of the Project.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed cost estimate for each construction contract containing the main construction components, based on the information given in the preliminary design documents.

9. Furnish **ten (10) copies** of the above preliminary design documents and cost estimates for each construction contract. If the above preliminary design documents are not approved by the Owner, the Architect shall furnish **five (5) copies** of the resubmitted preliminary design documents at no additional cost to the Owner. Additional sets required for public utilities and other agencies must be provided by the Architect at no additional cost to the Owner.

C. Pre-Final Design Phase

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Architect shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Architect's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Architect shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall be fully responsible for obtaining utility clearances.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, per Sec. I, Part D.1., prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the "**Drawings**," to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called "**Specifications**." These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Architect's previous cost estimate for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised cost estimate, based on the completed Drawings and Specifications. The Architect expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any cost estimates made by the Architect. The Architect agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Architect's estimates were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Architect

of the full responsibility of preparing reliable estimates. By conducting such reviews, the Owner assumes no responsibility whatsoever.

4. Prepare proposal forms.
5. Furnish to the Owner no less than **ten (10) copies** of the Drawings and as many as needed for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Architect shall furnish **five (5) copies** of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner **three (3) copies** of the Specifications and **three (3) copies** of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

D. Final Design Phase

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Architect shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Architect as part of the Final Design Phase of this Agreement. The Architect shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Advise the Owner of any adjustment to the Architect's previous cost estimate for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised cost estimate, based on the completed Drawings and Specifications. The Architect expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any cost estimates made by the Architect. The Architect agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Architect's estimates were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Architect

of the full responsibility of preparing reliable estimates. By conducting such reviews, the Owner assumes no responsibility whatsoever.

4. Furnish to the Owner **three (3) copies** of Final Design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. Furnish to the Owner **thirty (30) copies** of the Drawings and Specifications in final approved form for bidding purposes for each construction contract. Additional sets required for public utilities and other agencies must be provided by the Architect at no additional cost to the Owner.

E. Bidding Phase

Upon receipt of the Owner's written authorization to proceed with the Bidding Phase on each construction contract, the Architect shall do the following separately for each construction contract:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to Bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. Deliver **three (3) copies** of all addenda to the Owner for appropriate action.
5. Assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

F. Construction Phase

The Construction Phase, for each construction contract, shall commence with the award of the construction contract and shall terminate upon written approval of final payment by the Owner, except that this phase may be extended, if required, by Agreement between the Architect and the Owner. During the Construction Phase the Architect shall:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Architect and the Owner.
3. Visit each construction site and stake out centerline and right-of-way for utility relocations to assist the construction contractor and to guard against deficiencies in the permanent work constructed at the site.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. On the basis of these on-site observations, the Architect shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Architect's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the Architectural requirements of the construction contract documents. However, the Architect shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Architect to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings, diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data

which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within three (3) City working days following receipt of submittal documents.** The Architect shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.

6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed cost estimate for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Architect shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions.
7. Based on the on-site observations as an experienced and qualified design professional and on the Architect's review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in such approval. By recommending an application for payment, the Architect shall not be deemed to have represented that the Architect has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two (2) brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the using department and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor

deficiencies to be corrected **prior to final payment to the construction contractor.** The "punch list" shall be furnished to the construction contractor and the Owner within **two (2) City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using AIA document G704 when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two (2) City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner a set of reproducible **(24"X36")** "as-built" original drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Architect. Also provide project documents in acceptable electronic media format.
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.

II. ADDITIONAL SERVICES OF THE ARCHITECT

A. General

If authorized in writing by the Owner, through written amendment approved by City Council, the Architect shall perform or obtain additional services of the following types which are not covered by Section I herein, which shall be paid for by the Owner as indicated in Article V, herein:

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Provide additional services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are made after approval of preliminary design documents except when the Architect's preliminary design, pre-final design, or final design estimates exceed the budgeted amount, or in the case where all responsible bids exceed the Architect's final design estimate by **ten percent (10%)** or more.
4. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Architect.
5. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
6. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
7. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required in Article I hereof.
8. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor; and material audits or inventories required for certification of force account construction performed by the Owner.
9. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
10. Inspect each construction contract site prior to expiration of the guarantee period and report observed discrepancies under guarantees provided by the construction contractor.
11. Provide additional or extended services during construction made necessary by: (a) Work damaged by fire or other cause during construction; (b) prolongation of the construction contract time by more than **twenty-five percent (25%)**, provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Architect; (c) Acceleration of the work schedule involving services beyond normal city working hours; or (d) Construction contractor's default under the construction contract due to delinquency or insolvency.

12. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
13. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.
14. Provide additional services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Architect.

No claim for additional services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the additional services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., Passage by City Council).

B. Resident Project Services

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Architect in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner as indicated in Article V, herein.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in Attachment "C" which is to be identified, attached to, and made a part of this Agreement before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Architect responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

III. THE OWNER'S RESPONSIBILITIES

The Owner shall:

- A. Provide available information as to its requirements for each construction contract.
- B. Make known all information pertinent to the site of each construction contract, including previous reports and other data relative to design, such as "as-built"

drawings or physical conditions now existing at the Project site available to the Architect.

- C. Obtain access to and make provisions for the Architect to enter upon public and private lands as required for the Architect to perform work under this Agreement.
- D. Review all studies, reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Architect, and render in writing decisions pertaining thereto within a reasonable time so as not to unreasonably delay the work of the Architect.
- E. Advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incident thereto.
- F. Designate the Program Manager for the City of El Paso Quality of Life Bond Issue Program as the Owner's representative with respect to the Architectural work to be performed under this Agreement. The City Engineer, however, shall retain final authority with respect to the transmittal of instructions, receipt of information, interpretation and definition of the Owner's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement.
- G. Assist the Architect in obtaining approval of all governmental agencies having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

IV. PERIOD OF SERVICE

- A. The services called for in the **Schematic and Report Phase** of this Agreement shall be completed as follow: (a) **Study Report** shall be completed within **THIRTY (30) consecutive calendar days**. (b) **Site Plan Concepts** shall be completed within **THIRTY (30) consecutive calendar days** and (c) **Master Plan** shall be completed within **THIRTY (30) consecutive calendar days**, for a total of **NINETY (90) consecutive calendar days** following written authorization from the Owner for the Architect to proceed.
- B. The services called for in the **Preliminary Design Phase** of this Agreement shall be completed and the preliminary design documents and cost estimate shall be submitted within **FORTY-FIVE (45) consecutive calendar days** following written authorization from the Owner for the Architect to proceed.
- C. After the Owner's acceptance of the preliminary design documents and revised cost estimates for each construction contract, including any specific modifications or changes in scope desired by the Owner, and upon written authorization from the Owner, the Architect shall proceed with the performance of the services called for in the **Pre-Final Design Phase** of this Agreement, so as to deliver completed

detailed construction drawings, specifications, design analysis, and cost estimates for review on all authorized work on each construction contract within **THIRTY (30) consecutive calendar days** following authorization to proceed with the Pre-Final Design Phase of each construction contract.

- D. After the Owner's acceptance of the pre-final design documents and revised cost estimated for each construction contract, including any specific modifications or changes in scope desired by the Owner, and upon written authorization from the Owner, the Architect shall proceed with the performance of the services called for in the **Final Design Phase** of this Agreement, so as to deliver completed detailed construction drawings, specifications, revised design analysis, and cost estimates for review on all authorized work on each construction contract within **TWENTY-ONE (21) consecutive calendar days** following authorization to proceed with the Final Design Phase of each construction contract.
- E. Barring an early termination as provided herein, this Agreement shall remain in force: 1) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or 2) Unless construction has not begun within a period of twelve (12) months after the completion of the services called for in that phase of work last authorized. However, the Owner may determine that this Agreement may remain in full force past the twelve-month period noted above. Such a determination shall be made at the Owner's sole discretion and will be based upon the individual circumstances of this project and this Agreement.

V. PAYMENTS TO THE ARCHITECT

A. Payments for Basic Services of The Architect Under Section I

1. The Owner shall pay the Architect an amount not to exceed **FOUR HUNDRED THIRTY FIVE THOUSAND SEVEN HUNDRED SIX AND 00/100 DOLLARS (\$435,706.00)** for all basic services and reimbursables performed hereunder. The Architect's fee proposal for the performance of all basic services and reimbursables is attached hereto and made a part hereof for all purposes as Attachment "B."
2. Payment on account of said fees for the basic services provided in Sec. V, Part A.1., shall be made as follows:

The compensation for each phase of the basic services on each construction contract shall be made monthly so that the compensation at

the approved completion of each phase shall bring the fee up to the following percentages of the total basic compensation:

	<u>Payment</u>	<u>Plan Completion</u>
a. Schematic & Report Phase	20%	
b. Preliminary Design Phase	45%	50%
c. Pre-final Design Phase	65%	85%
d. Final Design Phase	75%	100%
e. Bidding Phase	80%	
f. Construction Phase	100%	

The Owner shall make payments upon presentation of the Architect's detailed statement and accompanying status report and the Owner's written approval.

3. Except as specifically set forth herein as a cost for which Architect can bill Owner, all costs of performing the services required under this Agreement, of every kind and nature whatsoever, including by way of example and not in limitation, overhead costs, payroll expenses, interest charges incurred by Architect for whatever reason, copies, office and equipment rentals and similar costs, shall be borne by Architect and not passed on to Owner or otherwise paid by Owner.

B. Payments for Additional Services of the Architect Under Section II

If authorized by written amendment to this Agreement before services are rendered:

1. The Owner shall pay the Architect for additional services performed by personnel assigned to the regularly established office of the Architect at the hourly rates established in Attachment "B" hereof, plus the reasonable actual cost of the reimbursable expenses as hereinafter defined.
2. The Owner shall pay the Architect for additional services performed in connection with administering subcontracts for services of the types provided in Sec. II, Part A., at the rate of actual cost plus five percent (5%).
3. Reimbursable expenses shall mean the reasonable actual expense of transportation and subsistence of principals and employees while traveling in connection with the Project, field office expenses, Resident Project Representative's transportation, toll telephone calls and telegrams, reproduction of reports, drawings and specifications, and similar Project related items.

4. The Owner shall pay the Architect for serving as an expert witness for the Owner at the rate of **ONE THOUSAND TWO HUNDRED and 00/100 DOLLARS (\$1,200.00)** per day or any portion thereof, pro-rata plus out-of-pocket expenses.
5. Payments for additional services shall be made monthly upon presentation of the Architect's detailed statement and its written approval by the Owner.

C. General

1. The payroll cost of salaries and wages used as a basis for payment under Sec. V, Part B.1., and Sec. V, Part B.2., shall mean the cost of salaries and wages paid to principals and employees engaged directly on the Project, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, vacation, and holiday pay applicable thereto.
2. If the Architect's most recent cost estimate for any construction contract is in excess of the estimated Project cost, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Architect without further compensation.
3. If this Agreement is terminated upon completion of any phase of the Architect's services, the payments to be made in accordance with Sec. V, Part A.2., on account of that and all prior phases shall constitute total payment for services rendered; if terminated during any phase of the work, the Architect shall be paid for services performed during such phase on the basis of a reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the Architect shall be paid to the extent services performed by the Architect are completed and payment for such services is due, including payment for additional services performed under Sec. V, Part B. Such payment to the Architect and any employees, subcontractors, or independent contractors employed by the Architect, and the Architect shall not be entitled to any other claims or damages against the Owner, including but not limited to lost profits, office expenses, or overhead expenses. Any previous payments made to the Architect shall be credited to the payments due under this Agreement. The Owner shall not be responsible for compensation or damages for delay, overhead costs, damages for loss of anticipated profits on work not performed, demobilization or cancellation costs or charges, payroll expenses, or any similar costs on account of any termination.

4. Suspension/delay of work. Architect shall have no claim for compensation or damages for compensation or damages for delay, including but not limited to lost profits, interest expenses incurred by Architect or office expenses/overhead, should Architect be prevented from proceeding with the work required of this Agreement by any act or omission of Owner or any reason not under the control of Owner. Architect agrees that Architect shall be granted an extension of time to perform the work required of the Agreement but shall not be otherwise compensated for, nor entitled to recover, any costs, expenses or damages arising from or related to such delays; provided further that in the event of termination of the Agreement by Owner for any reason including but not limited to Owner's convenience, as of the date of termination, any extension of time shall terminate as well.

VI. GENERAL CONSIDERATIONS

A. Termination

This Agreement may be terminated without cause for the convenience of the Owner by giving **fifteen (15) calendar days written notice**.

In the event of failure to perform in accordance with the terms herein, the Owner may terminate this Agreement by giving **seven (7) calendar days written notice**. If this Agreement is so terminated, the Architect shall be paid as provided herein. The termination of this Agreement by the Owner shall not be construed as a release of any claims that the Owner may be lawfully entitled to assert against the Architect, and the Architect shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of this Agreement by the Architect. The Owner may withhold any payment to the Architect for the purpose of setoff until such time as the exact amount of damages due the Owner from the Architect is determined.

B. Ownership of Documents

Tracings, drawings, plans, specifications, original field survey notes, maps and other recordations prepared or obtained under the terms of this Agreement shall be delivered to and become the property of the Owner prior to payment to the Architect for work under the Construction Phase. If this Agreement is terminated at any time for any reason prior to payment to the Architect for work under the Construction Phase, all tracings, drawings, plans, specifications, original field survey notes, maps, diskettes, and other recordations prepared or obtained under the terms of this Agreement shall upon termination be delivered to and become the property of the Owner prior to payment to the Architect as provided in Sec. V, Part C.3. Sketches, charts, computations, and other data prepared for and under this Agreement shall be made available to the Owner upon request and without restriction on their use, or further compensation to the Architect. The Owner in requiring ownership of the above listed documents hereby releases the Architect

from all responsibility in connection with their use on any project other than their use on this Project.

C. Estimates

The Architect is expected to be knowledgeable of the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The estimates of construction cost provided for herein are to be made in light of such knowledge and are expected to be at or below the bid for the base bid item.

The Architect's final estimate for the construction of the Project, shall take into account all labor costs, which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Architect in compiling the Architect's final estimate for the Project.

D. Project Budget

The Architect acknowledges that the budget for this Project allocates **THREE MILLION SIX HUNDRED SEVENTY-TWO THOUSAND and 00/100 DOLLARS (\$3,672,000)** for the award of a base bid construction contract. The base bid shall include all features essential to the operation of the Project for its intended use. The Architect does hereby agree to design the Project such that the Architect's final estimate for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. The Architect further understands that payment of the increment for the Final Design Phase is conditional upon the bid of the lowest responsible bidder using the best value criteria being within ten percent (10%) of his final estimate for the base bid. If all responsible bids exceed the final estimate by more than ten percent (10%), the Architect expressly agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

E. Insurance

The Architect shall secure and maintain at the Architect's expense such Comprehensive Liability, Property Damage Liability, Vehicle Liability and Workers' Compensation insurance as shall protect the Architect from workers' compensation claims under applicable state law and from all claims from bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Provided, the Architect shall provide or secure public liability insurance for personal injuries or death, arising out of any one accident or other cause, in a minimum sum of **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)** for one person and **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)** for two or more persons; and in addition, shall provide property damage liability insurance in a minimum sum of **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** for property damages arising out of

any one accident or other cause, or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claim Act, whichever is greater. Such insurance shall be available on a "per occurrence" basis for death or bodily injury or property damage, which is caused by an occurrence, which takes place during the policy period. **The Architect shall procure and shall maintain at the Architect's expense Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Architect, its principals or officers, agents, or employees in the performance of this Agreement.**

The Architect shall maintain said insurance with insurance underwriters authorized to do business in the State of Texas, satisfactory to Owner. All policies required by this Agreement, with the exception of Workers' Compensation and Professional Liability Insurance, shall name the Owner, its officials, servants, agents, and employees as additional insureds. All policies shall identify the name of the City project for which the insurance is being issued. The Architect shall, prior to the execution of this Agreement, furnish the Owner with a certificate from the insurance carrier showing such insurance to be in full force and effect during the entire term of this Agreement, or shall deposit with Owner copies of said policies, if requested by Owner. Said policies or certificates shall contain a provision that written notice of cancellation or of any material change in said policy by the insurer shall be delivered to Owner thirty (30) days in advance of the effective date thereof and shall show the type, amounts, classes of operation covered, effective dates and dates of expiration of policies.

F. Successors and Assigns

This Agreement shall be binding on the Owner, its successors and assigns, and on the Architect, its partners, successors, executors, administrators, legal representatives, and assigns. Neither the Owner nor the Architect shall assign, sublet, or transfer any interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Owner.

G. Compliance with Laws

The Architect shall comply with all federal, state, and local laws and ordinances applicable to the work covered hereunder.

H. Change of Legal Status

In the event that there is a change in any way of the legal status of the entity that has entered into this Agreement, including but not limited to the dissolution of a partnership or a corporate entity, the Owner shall have the right to 1) immediately terminate this Agreement for convenience, or 2) consent to the change in the legal status and continue under this Agreement, or 3) enter into an Agreement with any person, corporation, or association that it deems to be qualified to perform the services requested herein with no further legal obligation or liability under this Agreement.

I. Copyright and Reproduction Rights

By execution of this Agreement, the Architect and the Owner agree that the Owner is the author of all work performed under this Agreement and as such is the copyright owner and owns all rights comprised in the copyright. Any copyright or other property interest that vests in the Architect for work performed under this Agreement is immediately transferred to the Owner. The Owner shall have the exclusive right to sell, distribute, copy, duplicate, modify, assign or reproduce the work performed by the Architect for any purpose whatsoever. The Architect shall retain no rights to any of the work performed by the Architect under this Agreement unless authorized by the Owner in writing.

J. Conflicting Provisions

Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the paragraphs in the Agreement shall be void to the extent of such conflict or inconsistency.

K. Auditing Records

Architect's records subject to audit shall include but not be limited to records which, in the Owner's discretion, have a bearing on matters of interest to the Owner in connection with the Architect's work for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of a) Architect's compliance with contract requirements, and b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Architect's records have been generated from computerized data, Architect agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled to audit all of the Architect's records related to this Project, and shall be allowed to interview any of the Architect's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of three (3) years after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

VII. SPECIAL PROVISIONS

A. Topographic Surveys

Topographic surveys, to be provided as Basic Services, shall be limited to the area of the various project construction sites.

B. Time of Essence; Liquidated Damages

TIME IS OF THE ESSENCE in this Agreement. The Architect agrees to accept and adhere to the schedule established herein. Failure of the Architect to adhere to this schedule without due cause, approved in writing by the City Engineer, shall cause damage to the Owner which the Architect agrees to compensate at the rate of One Hundred and 00/100 DOLLARS (\$100.00) per day, without the right of setoff or counterclaims.

It is hereby understood and mutually agreed, by and between the Architect and the Owner, that the date of beginning and the time for completion as specified in this Agreement of the work to be done hereunder are ESSENTIAL CONDITIONS in this Agreement. It is further mutually understood and agreed that the work embraced in this Agreement shall be commenced on a date to be specified in the "Notice to Proceed."

The Architect agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as shall ensure completion thereof within time specified. It is expressly understood and agreed, by and between the Architect and the Owner that the time for the completion of the work described herein is a reasonable time for the completion of the same.

If the Architect shall neglect, fail, or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Architect does hereby agree, as a part consideration for the awarding of this Agreement, to pay the Owner the amount specified in this Agreement, not as a penalty but as liquidated damages for such breach of Agreement as hereinafter set forth, for each and every calendar day that the Architect shall be in default after the time stipulated in this Agreement for completing the work.

The said amount is fixed and agreed upon by and between the Architect and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount in agreed to be the amount of damages which the Owner would sustain.

It is further agreed that TIME IS OF THE ESSENCE in each of the specifications wherein a definite and certain length of time is fixed for the performance of any act and in every portion of this Agreement. Additionally, time shall be of the essence where under this Agreement additional time is allowed for the completion of any work. However, when the Owner determines in writing that the Architect

is without fault and the reasons for a time extension are acceptable, the Architect shall not be charged with liquidated damages or any excess cost.

C. Equal Employment Opportunity

In providing services under this Agreement, the Architect shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. The Architect shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Architect shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Architect shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, age, disability, or national origin. The Architect shall incorporate the foregoing requirements of this section in all of its subcontracts for work to be performed on this Project.

D. Obligations of the Architect with Respect to Third Party Relationships

The Architect shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Project with respect to which assistance is being provided under this Agreement.

E. Interest of Members of Local Governing Body, or Other Public Officials

No member of the governing body of the City of El Paso, State of Texas, and no other public official of the City of El Paso, State of Texas, who exercises any function or responsibility with respect to the Project shall during his or her tenure or for one (1) year thereafter, have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project assisted under this Agreement.

F. Law Governing Agreement

For the purpose of determining place of Agreement and the law governing same, this Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

G. INDEMNIFICATION

THE OWNER SHALL NOT BE SUBJECT TO ANY OBLIGATIONS OR LIABILITIES OF THE ARCHITECT INCURRED IN THE PERFORMANCE OF THIS AGREEMENT. THE ARCHITECT EXPRESSLY AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE

OWNER, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING FROM OR RELATING TO ANY ACTS OR OMISSIONS OF THE ARCHITECT, ITS PRINCIPALS OR OFFICERS, AGENTS, OR EMPLOYEES IN PERFORMANCE OF THIS AGREEMENT.

H. Authorization To Enter Agreement

If the Architect signs this Agreement as a corporation, each of the persons executing this Agreement on behalf of the Architect warrants to the Owner that the Architect is a duly authorized and existing corporation, that the Architect is qualified to do business in the State of Texas, that the Architect has full right and authority to enter into this Agreement, and that each and every person signing on behalf of the Architect is authorized to do so. Upon the Owner's request, the Architect shall provide evidence satisfactory to the Owner confirming these representations.

I. Entire Agreement

This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.

J. Remedies / Sanctions for Breach of Agreement

Violation or breach of any terms of this Agreement by the Architect shall be grounds for terminating the Agreement, and any increased cost arising from the Architect's default, breach, or violation of the terms herein shall be paid by the Architect.

The remedies herein reserved shall be cumulative and additional to any other or further remedies in law or equity. No waiver of a breach of any provisions of this Agreement shall constitute a waiver of any breach of such provision.

K. Notices

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other shall be in writing and shall be either personally delivered or sent by certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso
	Attn: City Manager
	Two Civic Center Plaza, 10 th Floor
	El Paso, Texas 79901-1196

with a copy to:

The City of El Paso
Attn: City Engineer
Two Civic Center Plaza, 4th Floor
El Paso, Texas 79901-1196

To the Architect:

Guillermo Barajas Inc., dba Enviro IDEA
Attn: Guillermo Barajas
1 Union Fashion Center Suite B 210
El Paso Texas 79901

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

OWNER:

THE CITY OF EL PASO

Joe Wardy, Mayor

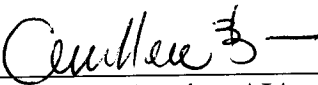
ATTEST:

Richarda Duffy Momsen, City Clerk

ARCHITECT:

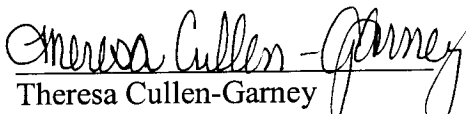
GUILLERMO BARAJAS, Inc., d/b/a Enviro IDEA

By:



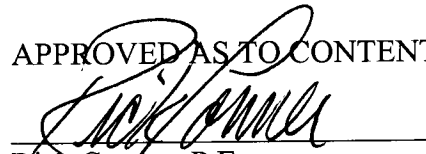
Guillermo Barajas, AIA
Principal

APPROVED AS TO FORM:



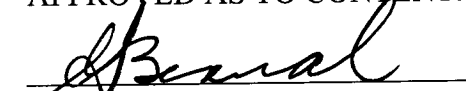
Theresa Cullen-Garney
Deputy City Attorney

APPROVED AS TO CONTENT:



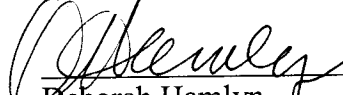
Rick Conner, P.E.
City Engineer

APPROVED AS TO CONTENT:



Project Manager
Perspectiva + 3DI

APPROVED AS TO CONTENT:



Deborah Hamlyn
Deputy City Manager-Quality of Life

ACKNOWLEDGMENTS

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2004,
by Joe Wardy, as Mayor of the City of El Paso, Texas.

Notary Public, State of Texas

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 19th day of November, 2004,
by Guillermo Barajas, as Principal of Enviro, IDEA.



Maria G. Richman
Notary Public, State of Texas

ATTACHEMENT "A"

PROJECT SCOPE OF WORK

TITLE: **Westside Sports Complex**

LOCATION: Westside, El Paso, TX

DESIGN BASE-BID CONSTRUCTION BUDGET: \$3,672,000

GENERAL DESCRIPTION: This project was approved by voters in a Quality of Life Bond election in May of 2000 and is proposed to be built on approximately 34.12 acres of Public Service Board (PSB) land adjacent to the Northwest Campus of the El Paso Community College (EPCC) and the Canutillo Independent School District (CISD) high school under construction. The site has the benefit of undeveloped land to the north, south and west and the EPCC and CISD schools to the east which will minimize any disruption to adjacent property owners due to the increased traffic, noise and lights associated with a sports complex of this nature.

SERVICES REQUIRED:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Investigation | <input checked="" type="checkbox"/> Planning |
| <input checked="" type="checkbox"/> Soils Investigation | <input checked="" type="checkbox"/> Design |
| <input checked="" type="checkbox"/> Bidding & Construction | <input checked="" type="checkbox"/> Site Planning |
| <input checked="" type="checkbox"/> Topographic Survey | <input checked="" type="checkbox"/> Utility Service Line |
| | <input checked="" type="checkbox"/> Relocation & Coordination |
| <input checked="" type="checkbox"/> Programming and Stakeholder Coordination | <input checked="" type="checkbox"/> Public Presentations (Min. of five) |
| <input checked="" type="checkbox"/> Furniture, Furnishings & Equip. Coord. and Specifications Only | <input checked="" type="checkbox"/> Special Permit and/or Zoning Change Approval |
| <input checked="" type="checkbox"/> Submittal Reviews & Recommendations | <input checked="" type="checkbox"/> Voice and Data Systems and Infrastructure |

PRODUCTS REQUIRED:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Study / Report | <input checked="" type="checkbox"/> Site Plan Concepts--(3)Three Options |
| <input checked="" type="checkbox"/> Plans / Drawings | <input checked="" type="checkbox"/> Design Analysis |
| <input checked="" type="checkbox"/> Specifications | <input checked="" type="checkbox"/> Programming Reports |
| <input checked="" type="checkbox"/> Schematics and Presentations | <input checked="" type="checkbox"/> Bid Documents |
| <input checked="" type="checkbox"/> Cost Estimates | <input checked="" type="checkbox"/> Master Plan |

GENERAL REQUIREMENTS AND CRITERIA:

1. Design must meet all applicable City Codes and Ordinances.
2. Design must comply with Engineering Department Guidelines.
3. Design must comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.
4. Consultant shall represent owner in obtaining special permits, and/or zoning changes.
5. Consultant shall coordinate and follow City Information Services and Communication Department requirements for computer and telephone systems.
6. Consultant shall provide design for voice and data lines with approval of Information Technology Department. Design shall address needs and requirements such as need and warrant to use fiber optics.

OTHER CONSIDERATIONS:

1. Design work shall be coordinated with P+3 Program Management, the Engineering Department, Municipal Services Department, Parks and Recreation Department, El Paso Community College, Canutillo Independent School District and El Paso Water Utilities/Public Service Board.
2. Consultant will participate in value engineering and peer review.

PROJECT SCHEDULE: (Consecutive Calendar Days)

Schematic and Report Phase:

- | | | |
|---|----|------|
| a. Study – Similar Sports Complexes | 30 | Days |
| b. Site Plan Concepts – Three (3) Options | 30 | Days |
| c. Master Plan w/ Probable Cost Estimate | 30 | Days |

Preliminary Design Phase	45	Days
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Pre-Final Design Phase	30	Days
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Final Design Phase	21	Days
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SPORTS COMPLEX STUDY REPORT:

The Consultant shall prepare a study report and provide City staff a presentation of similar sports complexes within Texas and the southwest region of the United States. Such study report shall be presented to the City for input and direction before proceeding with the site plan concepts component of the Schematic and Report Phase.

SPORTS COMPLEX SITE PLAN CONCEPTS:

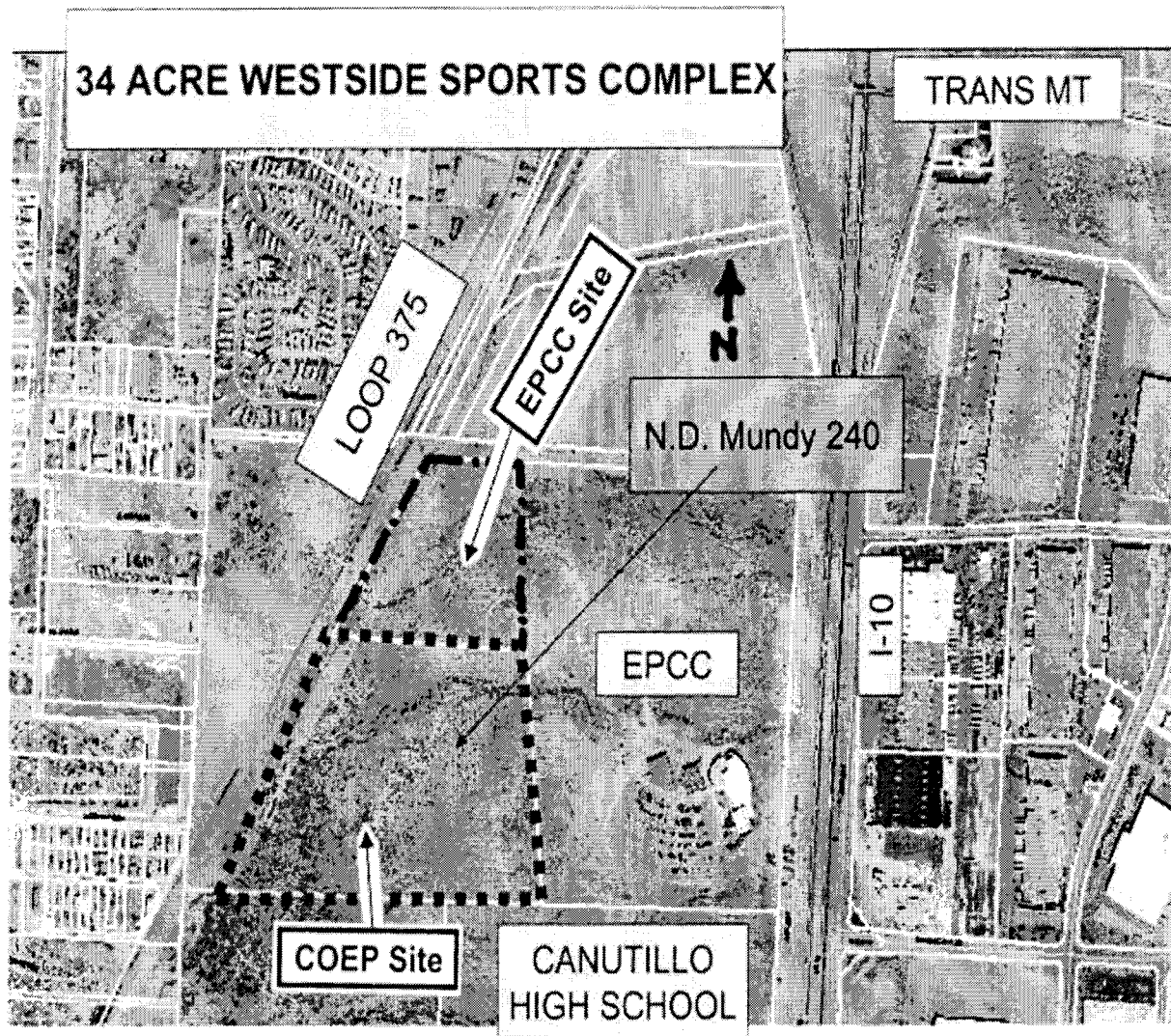
The Consultant shall prepare three site plan concepts for the project, from which one master plan will be developed. The COEP, EPCC and CISD shall select one site plan to be developed into said Master Plan and cost estimates. The Consultant shall be required to make presentations to

the City of El Paso staff and public presentations to solicit input from interested parties.

SPORTS COMPLEX MASTER PLAN:

Consultant shall work with EPCC, CISD and City Departments as required in developing a multi-phase master plan to accommodate the maximum number and size of sports fields to allow a mix of age groups to utilize the facilities. The designer shall review the EPCC master plan to incorporate access points between the two complexes. The design will incorporate parking facilities for the City's regular intramural teams within the COEP site. EPCC has agreed to allow the COEP to use their parking lots for major sporting events to minimize the infrastructure (parking) cost to the complex. EPCC has agreed to a joint use agreement where the sports complex could be expanded to the north by approximately 20 acres owned by EPCC with an emphasis on softball and baseball fields. The master plan shall include the EPCC property. The PSB shall provide reclaimed water for the COEP and CISD turf fields from the Resler Drive line – designer shall coordinate with the PSB to determine the maximum number of turf acres which can be irrigated with the reclaimed water system.

Primary access to the site would initially be from I-10 access road south of Transmountain/Loop 375 Road via the new four lane road being constructed jointly by the EPCC and the CISD (Education Boulevard). EPCC and CISD will dedicate this road to the City. The main access point to the Sports Complex, EPCC and CISD properties will be from the future Loop 375 Spur TxDOT connection between the State Highway 20 (Doniphan Rd.) / I-10 / Loop 375 (Trans Mountain Rd.) along the western boundary of the site. The master plan shall incorporate the connection of Education Boulevard to the Loop 375 Spur with controlled access traffic lights.



GENERAL DESCRIPTION OF SPORTS COMPLEX:

The site boundaries are to the north and east – EPCC Northwest Campus, to the west – Texas Department of Transportation (TxDOT) right of way for the future State Highway 20 (Doniphan Drive) / I-10 / Loop 375 connection, to the south – private undeveloped land and at the south east corner – CISD High School under construction. The eastern property line includes a 50 foot utility easement, with high power electrical transmission lines, which has limited development potential.

The designer shall meet with City Department, EPCC and CISD staff as required to develop a basic complex layout and site plan. The designer shall incorporate the requirements of Interlocal Agreement dated August 3, 2004 between the City of El Paso, EPCC and CISD into the construction documents (Attachment B). Design all required utilities to include sewer, water, electric and telephone. Coordinate with all utility companies as required. All utilities within the sports complex site shall be underground.

Covered bleachers and lighting shall be provided on some of the full-size soccer fields and softball fields. There will be a main facility building with a concession stand, permanent restrooms and irrigation system controls/pumps. Group pavilions, picnic tables and remote portable toilet facilities shall be strategically placed throughout the park. A walking/jogging path will provide access throughout the site. The complex will be landscaped with native trees and native plants complete with a drip irrigation system.

OTHER SITE IMPROVEMENTS TO CONSIDER FOR PHASING:

Native trees around playground and throughout the park as required.
Sidewalk, ramps and curb cuts as required.
New automatic irrigation system throughout the park (maxicom compatible).
Additional soccer and softball fields with and without lights and covered bleachers as required.
Native wildscape areas complete with drip irrigation and vegetation as required.
Park access roads and parking lots as required.
Sod for all soccer and softball fields and other areas as required.
Portable toilet pads and enclosures as needed at remote park areas.
Pads for concession trailers as needed at remote park areas.
Walking/jogging path 12 ft. wide throughout park.
Three large covered group pavilions complete with picnic tables and trash containers.
Covered picnic tables and trash containers as needed throughout rest of park.
Park signs and rule signs as required.
Area security lighting throughout the park.
New, ADA compliant playground equipment, complete with shade canopy and rubber fall protection.

- End of Project Scope -

inn-o-va-tive\ 'in-e-va-tiv\ adj: characterized by, tending to, or introducing
a new idea or method.

October 19, 2004

ATTACHEMENT "B"

Ms. Veronica Harris
Perspectiva – 3D / International Program Manager
7380 Remcon Circle, Suite A
El Paso, Texas 79912

Re: Westside Sports Complex

Dear Ms. Harris:

On behalf of Sports Smart we want to take a moment to thank you for the opportunity to provide this proposal for Professional Services. As a team we have reviewed the Scope of Work as provided in our selection letter and the following represents our proposal.

- A. The fee shall cover the design, construction documents and construction administration services necessary to develop 34.12 acres of land adjacent to the northwest campus of the El Paso Community College and New Canutillo High School. In addition, our Scope of Work will include the master planning of additional 20 acres to the north of El Paso Community College. Our fee is a lump sum in the amount of Four Hundred Thirty Five Thousand Seven Hundred Six Dollars and 00/100 \$435,706.00.

Service will be provided by our team which includes:

- | | |
|-----------------------------------|----------------------------------|
| 1. Enviro IDEA | 5. Frank X. Spencer & Associates |
| 2. Halff and Associates | 6. EMC Consulting Engineers |
| 3. Henry K. Ng & Associates | 7. Raba Kistner |
| 4. Gutierrez Landscape Associates | |

The scope of work for this project includes preparation of a study report which includes a presentation of similar sports complexes within Texas and the Southwest. The Scope further involves preparation of three site plan concepts from which one masterplan will be developed including cost estimate. Work also involves presentations to the community to solicit input.

INFORMATION TO BE SUPPLIED BY THE CITY OF EL PASO, TEXAS

The following items will be supplied by the City to the Design Team:

Project Site Boundary Data - The City will provide the Design Team with boundary information with metes and bounds, available in digital format, to be used during initial planning and design exercises for the project site. Topographical survey will be provided by our team. Work for flood plain will be included in our Scope.

BASIC SERVICES

Schematic and Report Phase

We have reviewed the Scope required by the Agreement for Architectural Services. Our understanding is that we will prepare a study report which will include a presentation of similar sport complexes in Texas and the Southwest. Once the study report is accepted our Team will prepare 3 site plan concepts from which one concept will be developed into a Masterplan. The Masterplan will include a cost estimate. Under this phase we will provide presentations to the community with a minimum of five.

We will furnish 10 copies of the study, report and cost estimate.

poet ic inspire capabl radic al
1 union fashion center suite b 201 el paso, tx 79901

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8 3 8

3 8 0 0

Preliminary Design Phase

Once the report phase is accepted we will proceed with our topographical survey and soils investigation as outlined in the Agreement for Architectural Services. Preliminary Design Documents will set the size of the project and define all structures. Outline specifications will be developed along with a cost estimate.

We will furnish 10 copies of the documents for review.

Pre-Final Design Phase

Once the preliminary design phase is approved we will proceed to produce detailed construction documents including drawings and specifications as defined by the Agreement of Architectural Services. At this point we will also prepare the proposal forms. The cost estimate will be updated to reflect the work.

We will furnish 10 copies of the documents for review.

Final Design Phase

Once the pre-final phase is approved we will proceed to complete the construction documents as outlined in the Agreement for Architectural Services. We will submit a Final Cost Estimate along with associated summary sheets.

We will furnish 3 copies of the documents for review and approval. Once approved we will furnish 30 copies of drawings and specifications for bidding purposes.

Bidding Phase

We have reviewed the actions required of our Team in the Agreement for Architectural Services and agree with the work described.

Construction Phase

We have reviewed the actions required of our Team in the Agreement for Architectural Services and agree with the work described. We understand that paragraph F3 is intended to include design activities to support construction contractor in the location of utilities easements. All other work is understood.

In addition to the phases shown above we have reviewed Section II, additional services and are in agreement

For the above described services and fee, compensation shall be paid monthly as work is completed as per the following schedule:

Schematic and Report Phase	20%	\$ 87,141.20
Preliminary Design Phase	25%	\$108,926.50
Pre-Final Design Phase	20%	\$ 87,141.20
Final Design	10%	\$ 43,570.60
Bidding Phase	5%	\$ 21,785.30
<u>Construction Phase</u>	<u>20%</u>	<u>\$ 87,141.20</u>
Total Basic A/E Fee	100%	\$435,706.00

Although our fee breakdown on the following pages will total out to a different amount at each of these phases, this payment schedule reflects the guidelines set forth in Section 5 of the Agreement for Architectural Services. All consultants are in agreement to be paid as per this schedule.

We thank you for the opportunity to be of service to you and look forward to working with you on this project. In order to insure that we serve you efficiently, we request that communication be only with Guillermo Barajas.

I will be traveling starting October 20th and will not be back in the office until Monday the 25th. If at all possible, contact me by noon Tuesday the 19th in the event that I need to coordinate changes with my team.

Sincerely,

A handwritten signature in black ink, appearing to read 'Guillermo', followed by a stylized flourish or horizontal line.

Guillermo Barajas, AIA
Enviro IDEA

Gb/cp

SUMMARY OF FEES

Enviro IDEA	\$106,300.00
Halff & Associates	\$151,301.00
Gutierrez Landscape Architects	\$ 38,900.00
Henry K. Ng & Associates	\$ 10,022.00
Raba Kistner	\$ 10,000.00
Frank X. Spencer	\$ 76,268.00
EMC Consulting Engineers	\$ 28,915.00
Reproduction	\$ 12,000.00
Additional Fees	\$ 2,000.00
Total	\$435,706.00

The following pages illustrate the fee as a breakdown of hours per task.

PROPOSAL BREAKDOWN

FOR
Enviro IDEA

Project Name: Westside Sports Complex
Contract Info: _____
Multiplier 2.55 (3.00 normal)
Version

Location: _____
Project No.: _____

Date: 10/14/2004
Prepared by: Guillermo Barajas

[illegible]

**FOR
Enviro IDEA**

Project Name: Westside Sports Complex
Contract Info: _____
Multiplier 2.55 (3.00 normal)
Version _____

Location: _____
Project No.: _____

Date: 10/14/2004
Prepared by: Guillermo Barajas

[illegible]

**FOR
Enviro IDEA**

Project Name: Westside Sports Complex
Contract Info: _____
Multiplier 2.55 (3.00 normal)
Version

Location: _____
Project No.: _____

Date: 10/14/2004
Prepared by: Guillermo Barajas

[illegible]

**FOR
Enviro IDEA**

Project Name: Westside Sports Complex
Contract Info: _____
Multiplier 2.55 (3.00 normal)
Version

Location: _____
Project No.: _____

Date: 10/14/2004
Prepared by: Guillermo Barajas

[illegible]

Task Listing / Fee Estimate - Westside Sports Complex, El Paso, Texas

PERSONNEL ABBREVIATION LEGEND

PM - Landscape Architect Project Manager (\$125/hr)

LA - Landscape Architect/Planner (\$77/hr)

CAD - CADD Draftsman (\$60/hr)

CP - Clerical Person (\$45/hr)

REX - Reimbursable Expense (Allowances)

Scope Item	Activity Description	Personnel Hours					Fee Cost
		PM	LA	CAD	CP	REX	
B.	SCHEMATIC & REPORT PHASE						
B.1.a.	Kick-Off Meeting (including team meetings and preparation)	12	16		2		\$2,822.00
B.1.a.	Travel Time and Expenses	2	2			\$1,010.00	\$1,414.00
B.1.a.	Client Staff Input/Programming Meetings; incl. documentation	18	18		4		\$3,816.00
B.1.a.	Travel Time and Expenses	2	2			\$1,420.00	\$1,824.00
B.1.b.	Project Start-up, Data collection and review	10	10		1		\$2,065.00
B.1.b.	Base map compilation and coordination	4	8	4			\$1,356.00
B.1.b.	Site Investigation Studies (need civil, MEP, Soils assistance)	16	32	8	4		\$5,124.00
B.1.d.1)	Facility Comparisons, incl. documentation	48	4		8		\$6,668.00
B.1.d.1)	Travel Time and Expenses	2				\$3,275.00	\$3,525.00
B.1.d.2)	Alternative Plan Preparation (3 plans), incl. Cost Est.	42	66	40	10		\$13,182.00
B.1.d.2)	Public Presentations, five (5) total	48	48	16	8		\$11,016.00
B.1.d.2)	Travel Time and Expenses	10	10			\$4,550.00	\$6,570.00
B.1.d.3)	Final Master Plan & Report Preparation	60	60	40	18		\$15,330.00
B.1.d.3)	Travel Time and Expenses	2				\$535.00	\$785.00
	Total Schematic & Report Phase	276	276	108	55	\$10,790	\$75,497.00
C.	Preliminary Design Phase	PM	LA	CAD	CP	REX	
C.1. & 3.	Owner Coordination / Program Review	12	4	1	2		\$1,958.00
C.1.	Travel Time and Expenses	2	0			\$535.00	\$785.00
C.7.	Site Layout Plan Preparation	4	12	8			\$1,904.00
C.7.	Prelim. Sports Field Layout Plan Preparation	2	12	8			\$1,654.00
C.7.	Prelim. Sports Field Grading (coord. w/civil engineer)	8	12	8			\$2,404.00
C.7.	Hardscape and Landscape Plan Preparation	16	24	16			\$4,808.00
C.7.	Preliminary Specification Prep., incl. cut sheet assembly	8	8				\$1,616.00
C.8.	Estimate of Probable Construction Cost Preparation	4	8	8	4		\$1,776.00
	Total Preliminary Design Phase	56	80	49	6	\$535	\$16,905.00
D.	Pre-Final Design Phase	PM	LA	CAD	CP	REX	
D.1.	Permitting Review / Coordination	0	0	0			\$0.00
D.2.	Sports Field Layout Plan Preparation	2	12	8			\$1,654.00
D.2.	Prepare Sports Field Grading (coord. w/civil engineer)	8	16	16			\$3,192.00
D.2.	Hardscape and Landscape Layout Plan Preparation	8	32	16			\$4,424.00
D.2.	Hardscape and Landscape Grading Plan Preparation	16	32	16			\$5,424.00

D.2.	Construction Details Preparation	12	40	24			\$6,020.00
D.2.	Specification Preparation	12	16		12		\$3,272.00
D.3.	Prepare Revised Estimate of Probable Construction Cost	4	12	8	4		\$2,084.00
	Total Pre-Final Design Phase	62	160	88	16		\$26,070.00
E.	Final Design Phase	PM	LA	CAD	CP	REX	
E.1.	Owner Coordination / Program Review	12	4	1	2		\$1,958.00
E.1.	Travel Time and Expenses	2	0			\$535.00	\$785.00
B. 1-7	Sports Field Layout Plan Preparation	4	4	8			\$1,288.00
B. 1-7	Prepare Sports Field Grading (coord. w/civil engineer)	4	8	8			\$1,596.00
B. 1-7	Hardscape and Landscape Layout Plan Preparation	2	12	16			\$2,134.00
B. 1-7	Hardscape and Landscape Grading Plan Preparation	4	16	12			\$2,452.00
B. 1-7	Construction Details Preparation	8	16	16			\$3,192.00
B. 1-7	Specification Preparation	8	8		8		\$1,976.00
B. 1-7	Prepare Final Estimate of Probable Construction Cost	4	8	8	8		\$1,956.00
	Total Final Design Phase	48	76	69	18	\$535	\$17,337.00
F.	Bidding Phase	PM	LA	CAD	CP	REX	
F. 1-6	Bid Phase Assistance	8	8	4	4		\$2,036.00
F. 3.	Pre-Bid Conference	8			2		\$1,090.00
F.3.	Travel Time	2				\$535.00	\$785.00
	Total Bidding Phase	18	8	4	6	\$535	\$3,911.00
G.	Construction Phase	PM	LA	CAD	CP	REX	
D. 1-8	Construction Phase Services	40	8	8	8		\$6,456.00
	Travel Time and Expenses	10				\$2,675.00	\$3,925.00
	Total Construction Phase	50	8	8	8	\$2,675	\$10,381.00
	OTHER REIMBURSABLE EXPENSES (allowances)						
	Reproduction & Shipping					\$1,200.00	\$1,200.00
	GRAND TOTAL	510	608	326	109	\$16,270	\$151,301.00

NOTES:

DIRECT COSTS		QUANTITIES	Rate	
Mileage		0	\$ 0.420	\$0.00
Air Fare		0	\$ 300.00	\$0.00
Per Diem		0	\$ 50.00	\$0.00
Hotel		0	\$ 125.00	\$0.00
Rental Car		0	\$ 180.00	\$0.00
				\$0.00
* Lump Sum represents travel expenses as follows:				
Airline Tickets 8 @\$350.00 = \$2,800.00				
Meals 8 @ \$50.00 = \$400.00				
Auto Rental 8 @ 162.50 = \$1,300.00				
Total \$4,500.00				

[illegible]

Proposal No. PEA04-105-00
October 19, 2004

Mr. Memo Barajas, AIA
IDEA
1 Union Fashion Center, Suite B-201
El Paso, Texas 79901



Raba-Kistner Consultants (SW), Inc.
7002 Commerce
El Paso, Texas 79915
(915) 778-5233 • FAX (915) 779-8301
www.rkci.com

Geotechnical Engineering Proposal
Westside Sport Complex
El Paso, El Paso County, Texas

In accordance with your request, Raba-Kistner Consultants (SW), Inc. is please to submit this proposal for Geotechnical Engineering Services to IDEA. (Client) for the referenced project. The broad objectives of our study will be to determine soil conditions at the site and to develop information concerning foundation and pavement recommendations. Described in this letter are:

- our understanding of pertinent project characteristics;
- our proposed scope for field and laboratory study;
- our proposed scope for engineering evaluation and reporting;
- our tentative project schedule; and
- our lump sum study cost.

PROJECT DESCRIPTION

Based on the preliminary information provided to us, the project will be a 40-acre sport complex that will consists of out-door sport facilities, consisting of soccer fields, softball fields, baseball fields, playground areas, and parking areas.

The proposed out-door facility structure is anticipated to create relatively light structural loads to be carried by the foundation system. Floor systems consisting of slabs-on-ground or slabs-on-fill are expected to be preferred, provided soil-related, potential vertical movements will not cause structural performance problems. Pavements for light traffic condition are associated with this development.

FIELD STUDY

We have been requested to drill up to 40 borings (1 boring per acre) throughout the proposed development areas. All borings will be drilled to a maximum depth of 10 feet below the existing ground surface elevation.

Samples will be taken using conventional split-spoon and Shelby-tube sampling techniques. Representative portions of all samples will be sealed and packaged for transportation to our laboratory.

LABORATORY STUDY

Upon completion of the subsurface exploration, a testing program will be designed to define the strength and classification characteristics of the foundation soils. The testing program is anticipated to include moisture content tests, Atterberg Limits (plasticity tests), and grain size analyses.

If required, in addition to the above-described testing program, up to 1 representative specimens will be obtained from the pavement areas and will be subjected to California Bearing Ratio (CBR). The CBR testing will provide information regarding inundated strength and swell characteristics of the surficial subgrade soils for direct use in pavement design analyses.

ENGINEERING REPORT

The results of the field and laboratory phases of the study will be reviewed by our staff of engineers and geologists. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report. Included therein will be recommendations concerning the design and construction of foundations for the proposed facilities.

The report is anticipated to include the following information, as warranted based on conditions encountered in our borings and requested design information:

- A summary of the field and laboratory sampling and testing program;
- Boring logs and laboratory testing results;
- A review of general site conditions including descriptions of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered;
- Foundation design considerations and recommendations, including:
 - expansive, soil-related movements using an empirical method for predicting Potential Vertical Rise (PVR) developed by the Texas Department of Transportation;
 - methods for reducing expansive, soil-related movements;
 - types of shallow or deep foundations;
 - available bearing pressures;
 - settlement estimations, where applicable;
 - uplift and allowable uplift resistance, if applicable; and
 - groundwater considerations.
- Foundation construction considerations, including:
 - site drainage;
 - site preparation;
 - select fill materials;
 - shallow and deep foundation excavations;
 - potential reuse of on site materials as select fill materials;
 - excavation considerations; and
 - fill placement compaction.

Also included in the report will be general guidelines for construction of parking and drive pavements for the project. These guidelines will be based on the results of classification testing completed on specimens from the pavement areas and on our experience with similar soils. A definite pavement design, which would require additional sampling, testing and analysis of the pavement area, soils will not be included in the study scope. We would be pleased to provide such additional services at additional cost. Final site grading plans, definite projections of anticipated traffic loadings and frequencies, and required pavement design life would be important information in the completion of comprehensive pavement design calculations.

Since site-grading plans can result in changes in the foundation and pavement subgrade conditions, final site grading plans will be helpful information in the preparation of engineering recommendations. In the absence of site grading information, we will prepare recommendations based on the existing topography.

The final report will be reproduced in 3 spirally bound copies.

PROJECT COST

The total estimated cost for the study scope outlined herein will be **\$10,000**. Should unusual soil conditions be encountered in the fields that indicate the desirability of significantly broadening the scope of the study, we will contact you to receive authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with our standard fees as indicated on the "Miscellaneous Geotechnical Engineering and Materials Testing Services" agreement dated September 30, 2002. In the preparation of the above cost estimate, we have assumed that all borings will be accessible to our drilling rig.

The cost of reproducing the standard 3 copies and providing any required bindings is included in the cost estimate given above. Additional report copies requested after transmittal of the first six copies will be beyond the scope covered by the cost estimate above and will be charged at the additional rate of \$50.00/copy for signed copies on bond paper or \$30.00/copy for signed, unbound copies on copier paper.

It should be noted that our study scope does not include plan review or earthwork and foundation excavation observations during the construction of the project. However, plan review and construction observation costs should be included in the project budget.

ACCEPTANCE

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachments:

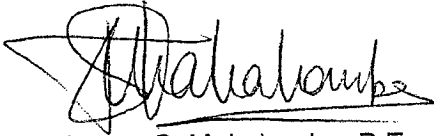
<u>Attachment</u>	<u>Description</u>
I	Schedule of Fees
II	Standard Terms and Conditions

Please return one signed copy of this letter proposal to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

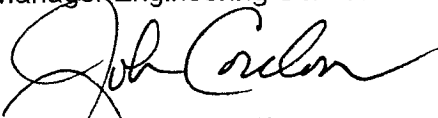
Respectfully submitted,

RABA-KISTNER CONSULTANTS, INC.

Accepted By



Johannes S. Makahaube, P.E.
Manager Engineering Services



John D. Cordova, P.E.
Vice President

(Signature)

(Typed or Printed Name)

(Title)

(Date)

Jsm/vg
Attachments

Copies Submitted: Above (2)

R-K considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part of any purpose other than to evaluate this proposal.

ATTACHMENT I

RABA-KISTNER CONSULTANTS, INC.

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

<u>PERSONNEL:</u>	Principal	\$125 to \$190/hour
	Professional.....	\$55 to \$165/hour
	Auto Cad Operator.....	\$65 to \$85/hour
	Technical/Clerical/Administrative.....	\$35 to \$55/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba-Kistner (R-K) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$0.50 per mile. Automobiles and light trucks assigned to field sites will be charged at \$50.00 per day, plus \$0.50 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of R-K equipment or for R-K testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is attachment is valid for 90 days from the date of the proposal.

FRANK X. SPENCER & ASSOCIATES, INC.

Consulting Civil Engineers & Surveyors

1001 Montana • El Paso, Texas 79902

Frank X. Spencer, P.E., R.P.L.S.

(915) 533-4600
FAX (915) 533-4673
e-mail: elpaso@fxsa.com

October 20, 2004

Mr. Guillermo Barajas, AIA
President
IDEA, Inc.
1 Union Fashion Center
Suite B201
El Paso, TX 79901

Re: West Side Sports Park Revised (2) Cost Estimate.

Dear Memo,

Pursuant to our conversation this morning, please find attached cost estimate for the referenced project.


Our estimate only entails the performance of the topographic survey, and local drainage design for the 34 acres.

The following table summarizes the Exhibits involved on this project.

Exhibit Number	Task Description	Total
A	Topographic Survey	\$ 31,240.00
B	Engineering Services	\$ 45,028.00

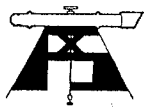
If you have any more questions, please call me at (915) 533-4600.

Sincerely,



Victor H. Enciso, P.E.
Principal

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Consulting Civil Engineers & Land Surveyors, Inc.
1001 MONTANA AVE.
EL PASO, TEXAS 79902
tel: 915-533-4600
fax: 915-533-4673
E-mail: elpaso@lssn.com
vhe@lssn.com

SERVICE: Engineering Services
CLIENT: IDEA
PROJECT: West Side Sports Park

EXHIBIT B

TASK DESCRIPTION	DESCRIPTION OF SERVICES/EXPENSES																	
	FIELD PERSONNEL				OFFICE PERSONNEL								DIRECT & MMISC. EXPENSES				TOTAL LABOR HOURS & COSTS	
	2-Men Crew	3-Men Crew	4-Men Crew	GPS Unit	Survey Tech	R.P.L.S.	Principal	E.I.T.	Abstractor	Clerical			CADD I	CADD II	Photocopies	Blue Prints		Lodging
Task 1. Preliminary Phase.							20											
a) Prepare Preliminary Plans.								40				40	20					
b) Preliminary Drainage/Pond Design.								40				40	20					
c) Prepare Preliminary Specifications.								20			40		20					
d) Preliminary Estimate of Probable Cost.								20			8							
Task 2. Pre-Final Phase.							12											
a) Prepare Final Plans.								32				32	16					
b) Final Drainage/Pond Design.								32				32	16					
c) Prepare Final Specifications.								20			40							
d) Final Estimate of Probable Cost.								24			8							
Task 3. Final Phase.							8											
a) Prepare Final Plans.								20				20	10					
b) Final Drainage/Pond Design.								20				20	10					
c) Prepare Final Specifications.								10			20							
d) Final Estimate of Probable Cost.								12			4							
Task 4. Bidding and Construction.							4											
a) Assist in Bidding Process.								8										
b) Construction Observation.								48										
HOURS SUB-TOTALS	0	0	0	0	0	0	44	346	0	120	184	92	0	0	0	0		
LABOR COST PER HOUR	\$95.00	\$120.00	\$148.00	\$500.00	\$60.00	\$105.00	\$135.00	\$68.00	\$60.00	\$30.00	\$45.00	\$40.00	\$0.30	\$1.20	\$100.00	\$25.00		
TOTAL LABOR AND EXPENSE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,940.00	\$23,528.00	\$0.00	\$3,600.00	\$8,280.00	\$3,680.00	\$0.00	\$0.00	\$0.00	\$0.00		\$45,028.00

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EM Consulting Engineers, L.L.C.
2211 E. Missouri Ave. Suite W-107
El Paso, Texas 79903
Office: (915) 781-2030 • Fax (915) 781-2055
Email: support@emcllc.com

October 20, 2004

Mr. Memo Barajas, AIA
IDEA, Inc.
1 Union Fashion Center, Suite B-201
El Paso, TX 79901

Re: Westside Sports Complex; Proposal of services.

Dear Memo,

I am providing a fee proposal of services for the above referenced project. We will be providing MEP services, as described below. This project is a new sports field facility. I am basing my fee upon the budget and scope of services in the City of El Paso RFQ issued for this project.

SERVICES:

Master planning, construction documents, and construction administration, as detailed below.

HVAC:

We will provide normal exhaust only for the concessions and restroom buildings only. We anticipate no other HVAC will be needed.

Electrical:

We will perform a site survey. We will coordinate the new primary power with EPEC. We will distribute the secondary power from the transformers to switchgear and panels for distribution. The power will be distributed to receptacles, owner furnished equipment, lighting, and special systems (irrigation system). The lighting design will include sports lighting, area lighting, building interior, and exterior for the restrooms and concessions building, as well as the Park Signage. We will provide the coordination and design of the voice and data systems per the City of El Paso latest IT Standards.

Plumbing:

We will perform a site survey. We will meet with the PSB / EPWU to coordinate the domestic water and sewer for the project. We will design the main lines for the domestic water and for the irrigation system main feed as well. We will design the restroom and concessions plumbing to include drinking fountains and ADA type plumbing fixtures (water closets, lavatories, and floor drains). We will design a grease trap system for the concession building. We will design the domestic water system to include hot and cold water for the restroom and concession buildings as well.

DELIVERABLES:

- Site survey.
- Utility Coordination, including easements.
- MEP Masterplanning
- Construction Documents (50%, 95%, and 100%).
- Bidding assistance.
- Construction Administration [submittal review, inspections (roughin, top-out, and final) and one (1) site meeting per month for twelve (12) months.

FEES:

Discipline
MEP

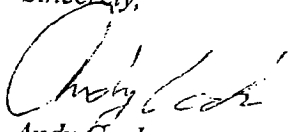
Survey and Utility Coordination	\$ 2,019.00
Masterplanning	\$ 3,252.00
CD's	\$ 17,827.00
Bidding	\$ 1,144.00
CA	\$ 4,673.00
TOTAL	\$ 28,915.00

We will require additional compensation if it exceeds the above referenced inspections and site visits. Compensation will be based on the following rates:

Principal	\$150/hr
PE	\$125/hr
Sr. Designer	\$100/hr
EIT Engineer	\$75/hr
CAD Technician	\$55/hr
Administration	\$45/hr

Please let us know how we can help get this project underway.

Sincerely,



Andy Cook
President

Accepted by _____

Date _____

Date: 10/19/04
Prepared by: Andy Cook

[illegible]



Henry K. Ng & Associates
Consulting Engineers, Inc.

October 14, 2004

Mr. Guillermo Barajas, AIA
1 Union Fashion Court
Suite B201
El Paso, Texas 79901

Re: Proposed West Side Sports Park

Dear Memo:

In accordance with your request, we are pleased to submit our proposal and breakdown herewith for structural engineering services connected with the above-referenced project.

Our scope of services includes design development, schematic design, and construction documents (drawings & specifications), as well as services during Bidding and Construction Phases. Construction phase service is limited to occasional site visits during critical stages of construction. The fees for our services will be \$ 10,022.00. Please refer to the attached tabulation for the breakdown of our time and fees. Please note that the fee is representative of the work required for the following:

- Concession building with public restrooms
- Two entry structures into the park
- Miscellaneous engineering for fence footings, light pole footings & covered canopies

We look forward to working with you on this project. If you have any questions, please feel free to call me at any time.

Very truly,

Henry K. Ng, P.E.
President

Encl.

CITY OF EL PASO
ENGINEERING DEPARTMENT
CONSULTANT SERVICES – FEE PROPOSAL BREAKDOWN

PROJEC : New West Side Sports Park
CONSULTANT : Henry K. Ng & Associates

PERSONNEL CLASSIFICATION	HOURLY RATE	REPORT		PRELIMINARY DESIGN		PRE-FINAL DESIGN		FINAL DESIGN		BIDING		CONSTRUCTION	
		HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
Principal	150.00			4	600	4	600	2	300	1	150	1	150
Project Engineer	100.00			8	800	6	600	2	200	1	100	4	400
Engineer	80.00			10	800	12	960	6	480	2	160	10	800
Autocad	48.00			20	960	16	768	12	576	2	96	4	192
Clerical	30.00			2	60	4	120	2	60	1	30	2	60
Totals					3,220		3,048		1,616		536		1,602

TOTAL PROJECT COST : \$ 10,022.00

CERTIFICATE OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
10/14/04

PRODUCER 915-644-3111

Rogers & Belding Insurance
Agency, Inc.
2505 East Missouri
El Paso, TX 79903THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**COMPANIES AFFORDING COVERAGE**COMPANY
A St. Paul Fire & MarineCOMPANY
B National Casualty CoCOMPANY
CCOMPANY
D

INSURED

GUILLERMO BARAJAS, INC.
6633 EL PARQUE
EL PASO TX 79912**COVERAGES**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO- LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	BK01911921	9/30/04	9/30/06	GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 PERSONAL & ADV INJURY \$ 1000000 EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 300000 MED EXP (Any one person) \$ 10000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BK01911921	9/30/04	9/30/06	COMBINED SINGLE LIMIT \$ 2000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATU- TORY LIMITS OTH- ER EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
B	OTHER	ARO0000767	1/29/04	1/29/06	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMSRe: Westside Sports Complex Certificate Holder is listed as an
Additional Insured with regard to General Liability and Auto Liability
Professional Liability Limits of Liability Each claim \$1,000,000
Annual Aggregate \$1,000,000 Deductible \$5,000 Annual Aggregate**CERTIFICATE HOLDER**City of El Paso
#2 Civic Center Plaza
El Paso, TX 79901**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY
OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Debbie Steen

ADDITIONAL REQUESTED INFORMATION

Westside Sports Complex

Additional Information Requested

1. Company Name and Status

Guillermo Barajas, AIA
DBA – Enviro IDEA
1 Union Fashion Center, Suite B.201
El Paso, Texas 79901

2. Complete name and title of person who will sign the agreement

Guillermo Barajas, AIA – President

3. Hourly Rate for full time inspection services

\$150.00 / Hour

4. Daily Rate for providing expert witness services

\$1200.00 per day

5. Hourly Rate for all personnel

See attached schedule

SCHEDULE of HOURLY RATES

ARCHITECTURAL:

Principal	\$150.00 / Hour
Project Architect	\$ 100.00 / Hour
Project Manager	\$ 75.00 / Hour
Project CADD Technician	\$ 65.00 / Hour
Administrative	\$ 50.00 / Hour
Clerical	\$ 45.00 / Hour

STRUCTURAL:

Principal	\$150.00 / Hour
Senior Project Engineer	\$125.00 / Hour
Project Engineer	\$100.00 / Hour
Engineer-in-Training	\$ 80.00 / Hour
Drafting Project Manager	\$ 60.00 / Hour
Draftman	\$ 48.00 / Hour
Administrative Secretary	\$ 45.00 / Hour
Clerical Secretary	\$ 36.00 / Hour

CIVIL:

Principal	\$135.00 / Hour
Project / Design Engineer	\$ 68.00 / Hour
Field Crew	\$120.00 / Hour
Field Supervisor	\$ 60.00 / Hour
Technician	\$ 45.00 / Hour
Drafting	\$ 40.00 / Hour

MECHANICAL:

Engineer	\$ 70.00 / Hour
Engineer-in-Training	\$ 50.00 / Hour
Draftsman	\$ 40.00 / Hour
Clerical	\$ 30.00 / Hour

ELECTRICAL:

Engineer	\$ 95.00 / Hour
Engineer-in-Training	\$ 55.00 / Hour
Draftsman	\$ 40.00 / Hour
Clerical	\$ 30.00 / Hour

LANDSCAPE (HALFF & ASSOCIATES):

Principal	\$125.00 / Hour
Project Landscape Architect	\$ 77.00 / Hour
Project CADD Draftsman	\$ 60.00 / Hour
Clerical	\$ 45.00 / Hour

LANDSCAPE (GUTIERREZ LANDSCAPE ARCHITECTS):

Principal	\$ 80.00 / Hour
Project Landscape Architect	\$ 65.00 / Hour
Project CADD Draftsman	\$ 50.00 / Hour
Clerical	\$ 25.00 / Hour

ESTIMATING:

Principal / Chief Estimator	\$ 80.00 / Hour
Senior Estimator	\$ 49.00 / Hour
Mechanical / Electrical Estimator	\$ 49.00 / Hour
Clerical	\$ 15.00 / Hour